words as it does in paragraph (j) it cannot mean anything but rent of the premises comprised in the tenancy.

With regard to the second question, I understand it now to be agreed that the provision of water in Ipoh is a Town Board service and it is therefore not necessary to decide the point in the present proceedings.

As regards electricity, I understand the facts to be, at any rate since the commencement of the Electricity Ordinance on 1st September, 1949, that electric energy is supplied by the Central Electricity Board, that payments for it are made direct to the Central Electricity Board and that the Town Board has no connection whatsoever with either its distribution or the collection of charges for it. In the circumstances, I fail to see how as a matter of the ordinary usage of language the provision of electricity can be said to be a Town Board service. For the tenant it was argued by Mr. Shuttleworth that at the time of the enactment of the Control of Rent Ordinance the Town Board played some part in the distribution of electricity and that therefore at that time that provision was to be regarded as a Town Board service and so should continue to be regarded in spite of the fact that as a result of subsequent legislation the whole responsibility for the service is now in the hands of the Central Electricity Board. It was clear, he argued, that it was the intention of the Legislature that the provision of electricity should be regarded as a Town Board service for the purpose of the sub-section or rather that payments made by sub-tenants to tenants in respect of electricity should be allowed as deductions for the purpose of the calculation envisaged in paragraph (j). Had the section mentioned electricty in terms there might have been force in this contention. It does not, however, mention electricity and if the provision of electricity was indeed a Town Board service prior to 1st September, 1949 (and I am far from deciding it was) the Legislature must on the ordinary canons of interpretation be held to have been aware that it was altering the position when it enacted the Electricity Ordinance, 1949, and therefore be presumed to have intended such an alteration.

The answers to the questions contained in the Reference are :—

(a) the word "rent" in section 13(1)(j) of the Control of Rent Ordinance, 1948, means the rent paid by the tenant to the landlord in respect of the whole of the premises comprised in the tenancy,

(b) the provision of electricity is not in Ipoh a Municipal or Town Board service.

As regards the costs of this Reference, I make no order as between the landlord and the tenant. The costs, if any, of the Rent Assessment Board will follow the event of the application to it.

Reference answered.

KOH MUI KEOW v. REGINA.

[App. Crim. Juris. (Brown, J.) October 8, 1952]
[Singapore — Magistrate's Appeal No. 130 of 1952]

Criminal procedure — Plea of guilty — Duty of Magistrate.

In a case where the charge contains one or more ingredients or questions and the accused is not represented by counsel each ingredient and each question involved should be explained by the Magistrate himself through the interpreter to the accused.

Semble: Where the Court is not satisfied that the accused has understood and admitted each and every allegation in the charge a re-trial will be ordered notwithstanding the provisions of the Criminal Procedure Code section 299 since the accused has not in fact pleaded guilty.

MAGISTRATE'S APPEAL.

N. L. Macassey for the appellant.

A. V. Winslow (Crown Counsel) for the Crown.

The facts appear sufficiently from the judgment.

Brown, J. : — The appellant was charged under section 10(1)(a) of the Dangerous Drugs Ordinance with, being the occupier of premises, permitting them to be used for smoking prepared opium. This involved the question of whether she was in fact the occupier and whether she permitted the smoking.

The record reads as follows :—

C.R.E. P.G.
One of the occupiers of 26, North Boat Quay.
Same facts.
Facts admitted.
6 months R.I.

In her petition of appeal the appellant states that she is the wife of the principal tenant and was living in the premises. She also says that the charge was neither read nor explained to her. There is nothing on the record to shew how the charge was explained to her, or whether the separate questions involved were explained to her or what her replies were.

In a case such as this where the charge contains one or more ingredients or questions, and where the accused is not represented by Counsel, it is desirable that each ingredient and each question involved should be explained by the Magistrate himself through the interpreter to the accused, and that the accused's replies should be recorded. If, after recording them, the Magistrate is in any doubt whether the plea is an unequivocal plea of guilty, a plea of not guilty should be entered and the evidence should be called. This is particularly important in a case which is sufficiently serious to warrant a sentence of imprisonment.

In this case the record leaves me in considerable doubt whether the appellant fully understood the charge and I reverse the finding and sentence and order her to be retried by another Magistrate.

Retrial ordered.